

1-16058
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X
SAFMARINE, INC.,

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ APR 23 2010 ★

BROOKLYN OFFICE

Plaintiff,

- against -

COLUMBIA CONTAINER LINES (USA)
INC.,

Defendant.
-----X

MATSUMOTO, J.
CIVIL COMPLAINT
IN ADMIRALTY

MANN, M.J.

10 1825

Plaintiff SAFMARINE, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant COLUMBIA CONTAINER LINES (USA) INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Shipping Act of 1984, as Amended, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff SAFMARINE, INC. was and still is a corporation organized and existing under the laws of the State of Delaware, and is authorized to do business in the State of New York, with principal offices and a place of business at 7 Giralda Farms, Madison, NJ 07940.

3. Upon information and belief and at all times hereinafter mentioned, defendant COLUMBIA CONTAINER LINES (USA) INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 175-11 148th Road, Jamaica, NY 11434.

4. On or about October 22, 2008, the shipper delivered to plaintiff at Jebel Ali Dubai certain goods consisting of nine (9) twenty-foot containers SAID TO CONTAIN: TRAVERTINE TILES, for the purpose of having the goods carried on the Vessel MAERSK JEDDAH to New York, there to be delivered to defendant, as consignee, all as set forth in Bill of Lading 751223389 (Exhibit A).

5. The cargo arrived in Houston on December 1, 2008, Freetime expired on December 8, 2008, demurrage began to accumulate on December 8, 2008, and the cargo was removed from the port on January 5, 2009.

6. Defendant accumulated 28 days demurrage on each of the nine containers, totalling \$56,700.00.

7. Plaintiff issued Invoice No. USC0634006-751223389 to defendant for \$56,700.00 (Exhibit B).

8. Plaintiff has performed all acts required to be performed by plaintiff.

9. Defendant has failed and refused and continues to fail and refuse to remit payment of \$56,700.00, although duly demanded.

10. By reason of the foregoing, plaintiff has sustained damages in the amount of \$56,700.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

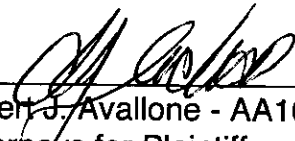
1. For judgment in the amount of plaintiff's damages, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
December 1, 2006

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By 
Albert J. Avallone - AA1679
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Credit Services Homepage
www.safmarine.com

This e-mail is intended exclusively for the addressee. If you are not the addressee you must not read, copy, use or disclose the e-mail nor the content; please notify us immediately [by clicking 'Reply'] and delete this e-mail.



NON-NEGOTIABLE WAYBILL

Waybill No.
SAFM
751223389

Shipper RELIANCE FREIGHT SYSTEMS LLC PO BOX 32049 DUBAI UAE		Booking No. 751223389 Export references Service Contract 270837
Consignee COLUMBIA CONTAINER LINES USA INC. 175 - 11148 ROAD, JAMAICA NEW YORK 11343 UNITED STATES OF AMERICA TEL:7189955071 FAX:7189955078		This non-negotiable Waybill, which is issued instead of a Bill of Lading at the Merchant's request, is not a document of title to the Goods. Otherwise the contract evidenced by this Waybill is deemed to be a contract as defined in Article 1(b) of the Hague Rules. Carrier to exercise due care ensuring that delivery is made to the Consignee or his authorised representative. However, the Carrier shall not be liable for misdelivery, unless caused by the Carrier's negligence. In accepting this waybill, and/or taking delivery of the Goods and notwithstanding the non-signing of this waybill by the Merchant, the Merchant expressly accepts and agrees to all terms, conditions and exceptions of the Carrier's non-negotiable Waybill, (printed or not on the reverse of this document at Merchant's option and available from the Carrier or its agents and at Carrier's website indicated in the signature box below), as well as those printed, stamped or otherwise incorporated in this Waybill.
Notify Party SAME AS CONSIGNEE		Onward inland routing (For account and risk of Merchant) Place of Receipt. Applicable only when document used as Multimodal Waybill
Vessel MAERSK JEDDAH	Voyage No. 0821	Place of Delivery. Applicable only when document used as Multimodal Waybill
Port of Loading Jebel Ali Dubai	Port of Discharge HOUSTON, TX, USA.	

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Kind of packages; description of goods; Marks and Numbers; Container No./Seal No.				Gross Weight	Measurement
9 containers said to contain 217 PKGS Cargo Description: TRAVERTINE TILES/ TUMBIE CD NO: REQUIRED? MSKU7770873 ML-AE0584839 20 DRY 8'6 24 PKGS 20954.400 KGS 20.0000 CBM PONU0423055 ML-AE0584827 20 DRY 8'6 25 PKGS 20954.700 KGS 20.0000 CBM MSKU5098248 ML-AE0588876 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM MSKU7289396 ML-AE0588898 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM MSKU7817725 ML-AE0588727 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM PONU0279734 ML-AE0588715 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM TTNU379386 ML-AE0588607 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM PONU0841380 ML-AE0588749 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM PONU0672675 ML-AE0588718 20 DRY 8'6 24 PKGS 20954.700 KGS 20.0000 CBM SHIPPER'S LOAD, STOW, WEIGHT AND COUNT FREIGHT COLLECT CY/CY CY/CY				188592.000 KGS	180.0000 CBM
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.					
Freight & Charges Documentation Fee - Origin Handling Charge - Origin Total: AED		Rate 275.00 703.00	Unit Per Bill of Lading Per Container	Currency AED AED Total: AED	Prepaid 275.00 6327.00 6602.00
Carrier's Receipt Total number of containers or packages received by Carrier. 9 containers		Place of Issue of Waybill Dubai		Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"	
Shipped on Board Date 2008-10-22		Date of Issue of Waybill 2009-01-03			
Declared Value Charge (see clause 7.3 of Carrier's Waybill or Bill of Lading) for Declared Value of US\$					

Signed by the Carrier Safmarine Container Lines N.V.
www.safmarine.com

EXHIBIT "A"



Sofmarine

Demurrage Invoice

9300 Arrowpoint Blvd
Charlotte, NC 28273-8136

Invoice Number: USC0634006-751223389
Invoice Date: 02-SEP-09
Due Date: 16-JAN-09
B/L number: 751223389

Payer:
COLUMBIA CONTAINER LINES (USA) INC
11 N MONTAGUE ST
VALLEY STREAM NY 11580

Customer No.: 33100427249
Your VAT No.:
Your reference:

Attention of: Accounts Payable

Our Contact:
Our Phone No.:
Activity Location: USHOUTM

Place of receipt:	Place of delivery:	First Vessel:	Main Vessel:	Arrival Vessel:
Jebel Ali Duba	Houston	MAERSK JEDDAH	MAERSK MADRID	MAERSK MADRID
Sailing date:	Arrival Date:	First Voyage:	Main Voyage:	Arrival Voyage:
22-OCT-08	01-DEC-08	0821	0816	0816

Container No:	Type:	Freetime start:	Freetime end:	Unit days:	Demurrage start:	Demurrage end:	Unit days:
MSKU5096248	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
MSKU7289396	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
MSKU7617725	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
MSKU7770673	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
PONU0279734	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
PONU0423055	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
PONU0672675	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
PONU0841380	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28
TTNU3379386	20DRY	02-12-08	08-12-08	7	09-12-08	05-01-09	28

Container No:	Rate (USD)	Days	Sum (USD)	Subtotal (USD)
MSKU5096248	225.00	28	6,300.00	6,300.00
MSKU7289396	225.00	28	6,300.00	6,300.00
MSKU7617725	225.00	28	6,300.00	6,300.00
MSKU7770673	225.00	28	6,300.00	6,300.00
PONU0279734	225.00	28	6,300.00	6,300.00
PONU0423055	225.00	28	6,300.00	6,300.00
PONU0672675	225.00	28	6,300.00	6,300.00
PONU0841380	225.00	28	6,300.00	6,300.00
TTNU3379386	225.00	28	6,300.00	6,300.00

Total due: (USD): 56,700.00

Total due amount (USD): 56,700.00

ROE: USD / USD 1

EXHIBIT "B"